

**Memorandum of Agreement  
Kroger Texas L.P.  
And  
UFCW Local 1000**

Kroger Texas L.P. (Company) and UFCW Local 1000 (Union) are parties to a collective bargaining agreement. The parties have met and reached tentative agreement (“Agreement”) for a new collective bargaining agreement. Such new collective bargaining agreement shall contain the provisions of the current collective bargaining agreements between the parties except as modified below and in the attached document entitled “Tentative Agreement.” The new collective bargaining agreement shall have a term of June 4, 2017 through and including June 8, 2020.

The attached Tentative Agreement and the current collective bargaining agreements, as modified herein, represent the entire Agreement between the parties. Any discussion point or proposal withdrawn by either of the parties shall not be used as evidence in any arbitration or other legal proceeding.

The parties reserve the right to correct any drafting errors or omissions in this agreement.

The Union, its officers, and bargaining committee agree to recommend and support the ratification of this Agreement.

Signed and agreed this 25<sup>th</sup> day of August, 2017.

For the Company:

For the Union:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Tentative Agreements  
Subject to Membership Approval**

**Between  
Kroger Texas L.P  
And  
UFCW Local 1000  
Contract Expiration June 8, 2020**

**Section 2.02**

The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to Local Union No. 1000. **The Employer shall notify the Union when bargaining unit employees are promoted out of the bargaining unit or are transferred from one KMA to any other KMA.** Dues and initiation fees will be deducted an amount equivalent to dues and initiation fees and remitted to the Union on a weekly basis.

A.B.C. deductions and remittance will be handled on a weekly basis in the same manner as outlined above.

**Section 2.04**

To prevent erosion of bargaining unit work, driver salesmen, book salesmen or sales representatives shall not perform work or services in the Employer's retail establishments in excess of the prevailing practice in the industry in the Dallas-Fort Worth area at the time of this Agreement.

**The Company and Union agree that if there are substantial job functionality changes that affect all stores and potentially erode bargaining unit work, the Company will notify and discuss proposed changes with the Union.**

### **Section 2.05**

This paragraph will confirm our understanding that UFCW Local Union 1000:

1. Will obtain and retain a valid dues check -off authorization form for each individual for whom initiation and/or weekly dues are deducted.
2. Will be responsible for setting-up and maintaining all information concerning initiation fees and /or weekly dues deductions.
3. Will be responsible for making any change in initiation fees and/or weekly dues deductions.
4. Will be responsible for discontinuing deductions if and when a deduction authorization is revoked and notifying the company.
5. Will refund any deductions improperly made **(as agreed to in Section 2.02)**.

UFCW Local Union 1000 understands and accepts the above and agrees to hold The Kroger Co. harmless.

### **Section 4.01**

The Union shall have the right to designate store stewards for each store. The store stewards so designated shall not exceed two (2) per store, **except in Marketplace stores where they shall not exceed three (3) per store**. Store Stewards shall have super seniority over all other part-time/full-time employees as it applies to layoffs and recalls only. Store Stewards shall retain this right only while they are Store Stewards.

### **Section 4.02**

For the purposes of this section, it is agreed and understood that grievances concerning proper vacation payments, previous experience credit, proper personal holiday pay and progression step rate of pay issues shall proceed from step 1 directly to step 3 and shall not be required to go through step 2 as described herein. These grievances will still have to meet the timeliness standards or will be denied on this basis alone.

It is agreed that agreements and settlements reached in Step 1 or Step 2 will be on a non-precedent setting basis and will have no bearing on any other grievance or settlement. It is further agreed that if a grievance is settled at Step 1 then said grievance cannot be reopened by the Company or the Union. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

**Step 1.** No grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened. Where an employee has no knowledge that he is aggrieved until he receives his paycheck for the period in question, such ten (10) calendar days shall date from the day that he received such pay. By conference between the aggrieved employee and/or the union representative and/or the store steward and **the Store Manager. Grievance is presented once follow up email is sent to Store Manager.**

**Step 2.** The grievance must be presented in writing. The written grievance shall include statement of the grievance, date of the occurrence, parties involved, and a statement of the provision of the agreement alleged to have been violated. By conference between the store steward and/or the business agent and the District Manager **or District HR Manager.**

The Company will respond to the Union within fifteen (15) days of receipt written grievance or the Union may refer the grievance to Step 3.

**Step 3.** The Company will respond to the Union within fifteen (15) days of receipt of the grievance letter or the Union may refer the grievance directly to arbitration. By conference between an official of the Union and the Marketing Area Vice President, a representative of the Employer so delegated by the Marketing Area Vice President or both.

The Union shall have fifteen (15) days after receipt of a denial letter from the Human Resources Department to demand arbitration or the grievance shall be considered null and void.

**Step 4.** In the event that the last step fails to settle satisfactorily the complaint, it may be referred to the board of Arbitration.

#### **Section 4.04**

The Employer shall not discharge, nor demote, any employee without just cause and shall **follow progressive discipline in regards to the specific and similar** complaint or complaints against such employee to the employee, except that no written notice need be given to any employee before discharge or demotion for just cause such as but not limited to incompetence, proven dishonesty, intoxication, illegal use or possession of drugs, refusal to take alcohol or illegal substance test based on reasonable belief or probable cause, insubordination, failure to record sales and/or discounting, falsification of application, failure to perform work as assigned, etc. No warning notice will be recognized or used against any employee which is over six (6) months old **and copies**

**of warning notices will be provided to the union upon request.** Insubordination shall be considered a deliberate and willful refusal to carry out a proper order. Foul or abusive language directed toward a supervisor is insubordination unless the abuse is provoked by the supervisor. Two consecutive days of no call no show will be considered a voluntary quit. Three documented no call no shows within a rolling 6 month period will be cause for discharge. Each no call no show will be documented by a written warning letter.

**With respect to discharge and suspension, the following progressive discipline shall be taken:**

- 1. First Offense – Verbal Warning**
- 2. Second Offense – Official Written Warning; subject to demotion**
- 3. Third Offense – one to three (1-3) workday suspension without pay; if mutually agreeable between the Union and the Employer, then suspensions can be extended to five (5) workdays as circumstances warrant.**
- 4. Fourth Offense – subject to discharge**

**The Employer agrees that its Managers and Loss Prevention Managers will comply with the application of Weingarten Rights.**

### **Section 9.01**

The hours for each employee shall be scheduled by the Employer. Schedules shall be prepared in ink indicating last name and first initial. A schedule for full-time employees prepared in ink shall be posted by noon Friday for the week **beginning Sunday two weeks after the current week.** Such schedule shall not be changed without the consent of the employee, unless such change is necessitated by sickness or emergency. Emergency means strike, fire, flood, etc.

### **Section 9.02**

A schedule for part-time employees shall be posted by noon Friday for the week **beginning Sunday two weeks after the current week.** This schedule is subject to change based on the needs of the business. Employees will be given twenty-four (24) hours' notice of any schedule change after the schedule is posted except where the change is caused by conditions beyond the control of the Employer. Senior employees affected will not be forced to work.

### **Section 9.06**

**All work in excess of eight (8) hours per shift shall be paid at time and one-half (1.5) with the following exception; at the Employer's request, if mutually agreed upon between Employer and the Employee, the Employee shall be allowed to work one shift up to ten (10) hours to be paid straight time. Nothing in this section shall take away from the definition of the standard workweek described in Article 9.04.**

### **Section 9.07**

(a) Hours worked on Sundays and holidays will be paid at a premium of fifty cents (.50) per hour in addition to the employee's straight-time hourly rate for employees with two (2) or more years of service.

(b) Employees hired on or after December 4, 2003, shall not be eligible for Sunday premium.

(c) There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime, except as provided in Section 9.09.

(d) **All associates will** be paid a night premium of **one dollar (\$1.00)** per hour for hours worked between 10 p.m. and 6 a.m. provided a majority of their shift is scheduled between 10pm and 6am.

### **Section 9.13**

If an employee works **between** four (4) hours **and six (6)** hours in a shift, he shall receive a fifteen (15) minute rest period. If he works **more than six (6)** hours in a shift, he shall receive two (2) fifteen (15) minute rest periods in a shift. If he works ten (10) hours or more in a shift, he shall receive three (3) fifteen (15) minute rest periods in a shift. These rest periods shall be in lieu of and not in addition to previous informal rest periods. No employee will be required to take a rest period within one (1) hour after reporting time or within one (1) hour after lunch time. Employees will be permitted to take their breaks in the store in an area designated by the Employer.

### **Section 9.16**

Employees are expected at all times to present a professional, business-like image to customers and other visitors.

Any uniform clothing deemed necessary by the Employer for its employees shall be furnished by the Employer.

The Employer will provide two shirts for each new hire employee with the introduction of a new uniform and will provide **two shirts** for full-time (status 1, 2 and 3) employee and one shirt for each part-time (status 4 and 6) on the successive annual anniversary dates of employees.

If shirt(s) are torn or damaged during normal work activities, a replacement will be provided by the Employer.

Additional shirts may be purchased by the employees at the Employer's cost.

Black **or blue** slacks or jeans should coordinate with the shirt and present a neat appearance. During the summer months, the Employer may allow employees who work both inside and outside the building to wear shorts that coordinate with the shirt.

Coordinated aprons and hats will be furnished by the Employer as appropriate. Name badges are also furnished and expected to be worn on the upper left front of the shirt or apron. Employees are expected to wear safe, comfortable, closed toed shoes.

Employees are responsible for any and all reasonable care.

Employees separated from The Kroger Co. during the probationary period after receiving the uniform furnished by the Employer will have the cost of such uniform deducted from their last paycheck.

At its discretion, on a store-by-store basis, the Employer may allow employees to dress in a more casual fashion than is normally required i.e., Holiday or Event Selling. On such occasions, employees are still expected to present a neat appearance.

### **Section 9.19**

Time spent by employees in travel from store to store, **or store to Training Center**, during the work shift in order to perform work assigned to them by the Employer shall be paid for as time worked.

### **Section 12.07 Educational Leave**

**An unpaid leave of absence up to ten (10) months can be granted for continued education per guidelines set forth by the Company, provided request is in writing with proper documentation. Employee is eligible to apply after 45 days of employment and remains a part time status.**

**ARTICLE 13 - DEATH IN FAMILY**

In case of a death in the immediate family of any employee, provided he attends the funeral, shall be paid for a reasonable period of absence **from scheduled work days** depending upon the circumstances, but not to exceed a maximum of three (3) days and in no case shall he be paid for more than the number of hours in the basic work week. "Immediate family" shall include spouse, parent, child, brother, sister, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, step-children, step-parents or any relative residing with him.

Pay for part-time employees will be determined by scheduled time missed, or in the case where no schedule is posted, the Employer will pay the difference between hours worked during the week of the funeral and the average hours worked in the four (4) weeks prior to the funeral week, up to a maximum of twenty-four (24) hours.

This article does not apply to probationary employees.

**Section 16.03**

Employees shall earn personal holidays on the following basis effective January 1, 2011:

3 Years of Service .....	1 Personal Holiday
8 Years of Service .....	2 Personal Holidays
15 Years of Service .....	3 Personal Holidays
20 Years of Service .....	4 Personal Holidays

Personal holidays are defined as any days in a year which are chosen by the employee who will notify the Employer two (2) weeks in advance of the holiday choice. The Employer may restrict the number of employees off within any one day on personal holidays, provided that conflicts of the choice of days shall be resolved on a seniority basis.

Employees may take two (2) or more personal holidays together as a mini-vacation providing it is mutually agreed upon between the employee and the store manager.

Probationary employees will be excluded from all holidays.

Personal holidays not taken during any calendar year may not be carried over into the following year unless the holidays are earned in November or December.

**Personal days may be taken as sick days when mutually agreeable between the Employer and Employee.**



## **Section 18.02**

In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

If an employee is transferred from one store to another, he shall be given **forty-eight (48)** hours advance notice of such transfer except when the employee is needed immediately in the other store. Employees will be told of transfer as soon as this information is available to the store manager.

Employees desiring a transfer from one store to another will submit a request in writing to the Union, Human Resources Department and District Manager. **Requests will be responded to within thirty (30) days of its submission.** The request will remain on file for a period of **three (3)** months.

Transfers shall be granted when a job vacancy exists **as stipulated by the store manager at the destination store or the District Manager**, provided the employee is qualified and available to perform the work.

Any employee who desires consideration for promotion shall notify his District Manager in writing with a copy to Human Resources Department and the Union. Employees will be considered from those who apply in accordance with seniority. The request will remain on file for a period of **three (3)** months.

Employees will be promoted from those who apply in accordance with seniority, availability and ability to perform the work before another is hired. The request will remain on file for a period of **three (3)** months.

Courtesy Clerks promoted to another classification will have the date of promotion as their seniority date for scheduling purposes. All present employees seniority date will be their date of hire.

Employees who transfer from one department to another department in the same store will maintain their seniority, rate of pay, and months accumulated toward their next length of service increase.

All employees promoted or transferred from one type of work to another shall be on probation for forty-five (45) consecutive workdays. If the employee does not qualify within the above time, the Employer shall return the employee to their former position.

#### **Section 18.04**

Seniority for full-time employees shall be store, geographic territory (as agreed by the parties) and division basis as follows:

##### **Full-time Assistant Department Heads**

Full-time Lead Sales Clerks (Level 4)  
Full-time Food Clerks  
Full-time General Merchandise Clerks  
Full-time Delicatessen-Bakery Clerks  
Full-time Utility Clerks  
Full-time Courtesy Clerks

#### **Section 18.05**

Seniority for part-time employees shall be on a store basis as follows:

##### **Part-time Assistant Department Heads**

Part-time Food Clerks  
Part-time General Merchandise Clerks  
Part-time Delicatessen-Bakery Clerks  
Part-time Utility Clerks  
Part-time Courtesy Clerks

#### **Section 18.12**

If an employee accepts a job assignment with the Company outside of the bargaining unit and remains continuously employed, he will retain his seniority date. **The Employer will notify the Union of such job assignments.**

#### **Section 18.14a**

The Employer will schedule employees, not to exceed eight (8) hours per day or forty (40) hours per week (thirty-two (32) hours in a holiday week) in accordance with their seniority, availability, and ability to perform the work and job classification, in the individual store, provided that this does not conflict with another provision of this Agreement. It is further agreed that if an employee with seniority does not feel that a schedule of hours has been correctly assigned, he must advise the store manager **or assistant store manager** within twenty-four (24) hours after the schedule is posted or he has no claim on such schedule of hours. Employees currently on the full-time seniority list will be scheduled forty (40) hours unless due to reduced sales, a sufficient number of forty (40) hour schedules are not available. Work schedules will not be written to prevent forty (40) hour schedules, but the needs of the business will be served.

### **Section 18.14b**

Full-time employees, by classification and job assignment, may exercise a preference and claim a total weekly schedule by seniority. This claim must be made by **2:00 pm** Saturday after posting of the schedule for the succeeding weeks hours of work. Such schedule shall not be arbitrarily or capriciously changed by the Employer.

### **Section 18.15**

No employee will be scheduled less than fifteen (15) hours per work week, **except when an associate is a high school student and has provided the company a written request for reduced hours.**

**Effective January 1, 2019 no employee will be scheduled less than eighteen (18) hours per work week.**

Stores with sales volume less than \$250,000 per week are limited to ten (10) work schedules of 15 hours **or less** and stores over \$250,000 are limited to 15 work schedules of 15 hours **or less**.

### **Section 18.16**

Within each store and by job assignment, overtime for work on an extra day shall be offered by seniority. **Overtime** not previously scheduled shall be offered by seniority to the employees, by job assignment, working when the need for overtime arises. Nothing in this provision will require the Employer to work employees on overtime.

### **Section 19.08**

Up to two (2) store stewards per store, **except Marketplace stores allowing three (3) per store**, will be allowed up to two (2) days off per year with pay to attend Union workshops. The Union will give the Company at least two (2) weeks advance notice. Holiday weeks will be excluded for time off. **Stewards will be allowed to use their cell phones or other mobile devices while actively servicing members while on duty.**

### **Section 19.09**

Up to two (2) store stewards per store, **except Marketplace stores allowing three (3) per store**, will be granted super seniority. The Union will provide the Company with a list of stewards and update the list as needed.

### **Section 19.12**

The Employer agrees to conduct an Orientation Program for new employees within a reasonable time period after date of hire. The employee shall be paid for all hours in attendance. The Employer agrees to give at least **forty-eight (48) hours'** notice to the Union office of the date, start and end time, location and number of employee attending the Orientation Program.

**Within the Orientation Program, the store management or his/her designee shall introduce the store steward and/or Union Representative at the first reasonable stopping point of the Employer's presentation and allow approximately thirty minutes with a grace period for questions to explain the labor agreement and to sign up the new employees for Union membership.**

### **Section 20.02**

The Employer and the Union agree that there shall be no discrimination against any employee on account of union activities or affiliation or because of race, religion, color, creed, national origin, sex, **sexual orientation, gender identity**, age, disability, or veteran's status in accordance with existing law. Where the word "he" appears in this agreement, the parties agree that it applies to both "male and female" employees.

### **\*Delete Letter of Understanding for Fuel Clerks\***

#### **Section 9.25** (from letter of understanding)

**A Fuel Center Clerk's responsibilities will be to perform all tasks associated with the operation of the Fuel Center as directed by store management.**

**The employer may utilize any vendor service available to the trade at no additional cost. Management may perform any tasks necessary to ensure the efficient operation of this center.**

**A Fuel Center Clerk after six (6) months of service, shall be given preference by seniority, together with ability, practicability, and availability, should an opening occur for a part-time store employee and shall further be given preference in the same way for full-time positions after they have been offered to the part-time employees.**

**Store Clerks interested in transferring to the Fuel Center Clerk classification, shall put their interest in writing to the Store Manager with a copy to the union.**

## **Health and Welfare**

Addition to Health and Welfare Article:

**Should hourly contributions fall below the current projections to maintain IBNR plus 2 (two) months of reserves by the end of the contract as projected by the Fund consultant, then the company and the union shall agree to burden the additional costs equally, and as part of the Union's adjustments, the Union will agree to move to an up to 24 hour eligibility through the end of the Current Agreement. Should the Fund consultant determine a surplus in funding above IBNR plus 2 (two) months of reserves by the end of the contract, both the employer and employee contributions shall receive contribution rate decreases provided such decreases do not fall below the funding levels of IBNR plus 2 (two) months.**

**Letter of Understanding  
VOC Program  
Between Kroger Texas L.P.  
And  
UFCW Local 1000**

This letter of understanding entered into between UFCW Local 1000 and the Dallas Marketing Area of the Kroger Company.

The Kroger Marketing Area will schedule off two associates per store beginning from 6:00pm on Friday and scheduled off Saturday and Sunday. The rest of the week's schedule for these associates is to be treated as a normal schedule based on job demand. No associate will have any reduction in hours and all hours shall be worked Monday thru Friday. These associates will be used to perform union activities on weekends. There are several considerations that govern this selection:

- 1.No Department Managers
- 2.No Assistant Department Managers**
- 3.No Level 4 Leads**
- 4.No SRS Clerks
- 5.No DSD Receivers
- 6.No Floral Clerks
- 7.No more than two (2) associates per store, **except Marketplace stores allowing three (3) per store.**

During the period beginning the weekend prior to Thanksgiving and ending the weekend of New Year's, the employees on the VOC program will be scheduled to meet the needs of the business.

This letter of agreement will become effective upon ratification and shall remain in force during the term of the Collective Bargaining Agreement.

**As of the date of ratification of the current Agreement, all current ADH and Level 4 members of the VOC will be grandfathered.**

\_\_\_\_\_  
For The Company

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Letter of Understanding  
Orientation Materials  
Between Kroger Texas L.P.  
And  
UFCW Local 1000**

**The Union and the Company will continue to work towards positive relations, in accordance with Articles 19.06 and 19.13, of the Current Agreement.**

**Further, the Company agrees not to show materials referencing the union and/or membership in the union during the Orientation program.**

**Further, the Company will allow the Union presentation during the Orientation program to start at the first reasonable stopping point of the Employer's presentation. The Union's presentation will be approximately thirty minutes with a grace period for questions.**

**A member of management will sit in on the Union's presentation provided they do not interrupt or take questions.**

\_\_\_\_\_  
**For The Company**

\_\_\_\_\_  
**For the Union**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Letter of Understanding  
Electronic Transfer of Work Schedules  
Between Kroger Texas L.P.  
And  
UFCW Local 1000**

**The Union and the Company will continue to work towards improving the electronic exchange of information including work schedules.**

**If and when the Company can share schedule data in a mutually agreeable format with the Union, then both parties will make good faith efforts to facilitate this electronic transfer in a secure manner.**

**The preferred format, technical details, timeliness, and specifications of the electronic transfer of schedules will be discussed in accordance with national meetings taking place between the UFCW International Union and the Kroger Company.**

\_\_\_\_\_  
**For The Company**

\_\_\_\_\_  
**For the Union**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



<u>CLASSIFICATIONS</u>	<u>Effective</u> <u>6/5/16</u>	<u>New Progression</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
<b>Level 1 Courtesy Clerks</b>		<b>Level 1 Courtesy Clerks</b>			
Start	\$7.65	Start	\$8.00	\$8.00	\$8.00
6 Months & thereafter	\$7.65	6 Months & thereafter	\$8.25	\$8.25	\$8.25

<u>Level 2 Classification</u>	<u>Effective</u> <u>6/5/16</u>	<u>Level 2 Classification</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
Start	\$7.75	Start	\$9.50	\$9.50	\$9.50
9 Months	\$7.85	6 Months	\$9.80	\$9.80	\$9.80
18 months	\$8.00	12 Months	\$10.10	\$10.10	\$10.10
27 Months	\$8.25	18 Months	\$10.40	\$10.40	\$10.40
33 Months	\$8.45	27 Months	\$10.80	\$10.80	\$10.80
39 Months	\$8.80	*36 Months *	\$11.45	\$11.70	\$11.95
45 Months	\$9.00	42 Months	\$12.00	\$12.00	\$12.00
51 Months	\$9.30	48 Months	\$12.20	\$12.20	\$12.20
57 Months & thereafter	\$11.20	54 Months	\$12.75	\$12.75	\$12.75
		63 Months	\$14.45	\$14.75	\$15.05
		*Part Time Rate Cap*			
<b>Level 3 Classification (P.T. Floor Supervisor, Cake Decorator, Office Clerk.)</b>					
Start	\$7.80				
6 Months	\$7.90				
12 Months	\$8.10				
18 Months	\$8.25				
24 Months	\$8.55				
36 Months	\$9.25				
48 Months	\$10.00				
54 Months	\$11.00				
60 Months & thereafter	\$14.15				

<u>Overnight Grocery Stocker PT</u>	<u>Effective</u> <u>9/27/16</u>	<u>Overnight Grocery Stocker</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
Start	\$9.50	Start	\$9.50	\$9.50	\$9.50
6 Months	\$9.80	6 Months	\$9.80	\$9.80	\$9.80
12 Months	\$10.10	12 Months	\$10.10	\$10.10	\$10.10
18 Months	\$10.40	18 Months	\$10.40	\$10.40	\$10.40
24 Months	\$10.80	27 Months	\$10.80	\$10.80	\$10.80
36 Months	\$11.20	*36 Months *	\$11.45	\$11.70	\$11.95
		42 Months	\$12.00	\$12.00	\$12.00
		48 Months	\$12.20	\$12.20	\$12.20
		54 Months	\$12.75	\$12.75	\$12.75
		63 Months	\$14.45	\$14.75	\$15.05
		*Part Time Rate Cap*			
<b>Overnight Grocery Stocker FT</b>					
Start	\$9.50				
6 Months	\$10.00				
12 Months	\$10.50				
18 Months	\$11.00				
24 Months	\$11.40				
36 Months	\$11.80				
48 Months	\$12.20				
54 Months	\$12.75				
60 Months & thereafter	\$14.15				
		Overnight Premium +\$1.00			

<u>Red Circled F.T. Clerks</u>		<u>Red Circled F.T. Clerks</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
Hired Prior 90'	\$16.40	Hired Prior 90'	\$16.70	\$17.00	\$17.30

<u>Level 4 Positions</u>	<u>Effective</u> <u>6/5/16</u>	<u>Level 4 Positions</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
Key Positions, One 40 Hour Cash Office, Dairy, Frozen Food, Cake Decorator, Receiver, File Clerk, Floral Attendant, Marketplace Leads (4) and Starbucks	\$14.25	Key Positions, One 40 Hour Cash Office, Dairy, Frozen Food, Cake Decorator, Receiver, File Clerk, Floral Attendant, Marketplace Leads (4)	\$14.55	\$14.85	\$15.15

<u>Level 4 Specialty</u>	<u>Effective</u> <u>6/5/16</u>	<u>Level 4 Specialty</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
Bistro Chef, Murray's Cheese Specialist, SRS, Wine Consultant, Fuel Lead, Nature's Market (Deemed Necessary by Employer)	\$14.25	Bistro Chef, <b>Cheese Shop Lead</b> , SRS, Wine Consultant, Fuel Lead, Nature's Market (Deemed Necessary by Employer)	\$14.55	\$14.85	\$15.15

<u>Department Head Assistants</u>					
Assistant Position (Deemed by Employer)			SVL 1	SVL 2	SVL 3
Deli, Bakery, Drug, CSM, Produce, Floral Lead, Frozen Lead, Dairy Lead, <b>Starbucks Lead</b>		Employee shall move to the top of their classification plus the Premium	\$1.00	\$1.00	\$1.00

<u>Department Heads</u>	<u>Effective</u> <u>6/5/16</u>	<u>Department Heads</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
Under \$500K w/o Rx & Fuel	\$18.00	Under \$500K w/o Rx & Fuel	\$18.35	\$18.65	\$19.00
\$500K - \$750K w/o Rx & Fuel	\$18.50	\$500K - \$750K w/o Rx & Fuel	\$18.85	\$19.15	\$19.50
Over \$750K w/o Rx & Fuel	\$19.00	Over \$750K w/o Rx & Fuel	\$19.35	\$19.65	\$20.00

<u>Fuel Clerk</u>	<u>Effective</u> <u>6/5/16</u>	<u>Fuel Clerk</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
0-3 months	\$7.75	0-3 months	\$8.00	\$8.00	\$8.00
3-6 months	\$8.00	3-6 months	\$8.25	\$8.25	\$8.25
6-12 months	\$8.10	6-12 months	\$8.35	\$8.35	\$8.35
12-18 months	\$8.35	12-18 months	\$8.60	\$8.60	\$8.60
18-24 months	\$8.50	18-24 months	\$8.80	\$8.80	\$8.80
24 months	\$11.00	24 months	\$11.75	\$12.00	\$12.25

<u>Certified Specialist - NEW</u>					
<b>Starbucks AST</b>		Employee shall move to the top of their classification plus the Premium  (Deemed Necessary by Employer)	SVL 1	SVL 2	SVL 3
<b>Murray's Cheese Specialist</b>			\$0.50	\$0.50	\$0.50
<b>Wine Certified Level 1</b> (Deemed Necessary by Employer)					

<u>Convenience Store Manager</u>	<u>Effective</u> <u>6/5/16</u>	<u>Convenience Store Manager</u>	<u>Effective</u> <u>9/10/2017</u>	<u>Effective</u> <u>6/2018</u>	<u>Effective</u> <u>6/2019</u>
(Deemed Necessary by Employer)	\$16.00	(Deemed Necessary by Employer)	\$16.30	\$16.60	\$16.90

<u>Ratification Bonus</u>		<u>Wage Retro</u>	
Department Heads	\$500.00	Retro DH, ADL, L4, Top Rate PT/FT to June 2017	
Assistant Department Heads	\$400.00		
Level 4, Top Rate FT, Red Circle	\$300.00		
Top Rate PT	\$200.00		

Division	Dallas Division			
Fund	UFCW Local 1000 Health and Welfare Plan (MED - 1000)			
Benefit Plan Timeframe	Proposed Plan Structure - Effective 1/1/2018			
Eligibility Rules	PREMIUM PLAN		STANDARD PLAN	
	*Associates enrolled in Plan A or Plan B at time of contract ratification will move straight to Premium Plan.			
	*Associates in Plan C, Plan D or Plan E will have access to Premium plan after 24 months of service.			
	*Clerks hired after ratification will be placed in new Standard plan upon eligibility, with a 3 year waiting period to qualify for the Premium Plan.			
	<p>*All associates will follow the eligibility rules below:            *New hires are eligible for the Standard Plan after 12 months of service (1st day of 13th month).            *Associates qualify for the Premium plan after 3 years of service (1st day of 37th month).            *The Measurement / Stability period is 12 months.            *Single Coverage - Must average 1040 hours over 12 months (20 hours per week) to qualify and maintain coverage            *Child &amp; Spouse Coverage - Must average 1440 hours over 12 months (27.7 hours per week) to qualify and maintain coverage</p>			
Full Time Clerks	Eligible after 3 years of service (1st day of 37th month).  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.	Eligible after 2 months of service (1st day of 3rd month) if hired with the expectation of working 30+ weekly hours. Qualifies for single and dependent child coverage only.  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.		
Part Time Clerks	Eligible after 3 years of service (1st day of 37th month).  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.	Eligible after 12 months of service (1st day of 13th month). Must average 20+ hours per week over 12 month period to qualify for single coverage.  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.		
Courtesy Clerks / Fuel Clerks - Full Time	Eligible after 3 years of service (1st day of 37th month).  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.	Eligible after 2 months of service (1st day of 3rd month) if hired with the expectation of working 30+ weekly hours. Qualifies for single and dependent child coverage only.  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.		
Courtesy Clerks / Fuel Clerks - Part Time	Eligible after 3 years of service (1st day of 37th month).  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.	Eligible after 12 months of service (1st day of 13th month). Must average 20+ hours per week over 12 month period to qualify for single coverage.  Must average 20+ hours per week over 12 month period to maintain single coverage. Stability period will be 12 months.		
WELLNESS AND BIOMETRIC SCREENING	NO		NO	
Biometric Screening	NO		NO	
SPOUSES AND DEPENDENTS				
Coordination of Benefits	COB up to plan provisions		COB up to plan provisions	
WEEKLY CONTRIBUTION	As of 01.01.2018		As of 01.01.2018	
Employee	\$8.00		\$4.00	
Employee + Spouse	\$15.00		\$7.50	
Employee + Child(ren)	\$10.00		\$5.00	
Employee + Family	\$20.00		\$10.00	
Working Spouse Fee (Per Month)	None		None	
MEDICAL PLAN ESSENTIALS	In Network	Out of Network	In Network	Out of Network
Preventive Coverage	100%	Not Covered	100%	Not Covered
Predominant Co-Insurance (EE)	80%	Not Covered	70%	Not Covered
Annual Deductible: Single / Family	\$400 / \$1,200	Not Covered	\$600 / \$1,800	Not Covered
Out of Pocket Max	\$6,850 / \$13,700	Not Covered	\$6,850 / \$13,700	Not Covered
Annual Maximum Benefit	Unlimited		Unlimited	
Lifetime Maximum Benefit	Unlimited		Unlimited	
POINT OF SERVICE COPAYS	In Network	Out of Network	In Network	Out of Network
Primary Care Office Visit Copay (per visit)	\$25 Copay	Not Covered	\$25 Copay	Not Covered
Specialist Office Visit Copay (per visit)	\$50 Copay	Not Covered	\$50 Copay	Not Covered
Urgent Care Copay (per visit)	\$35 Copay	Not Covered	\$35 Copay	Not Covered
Emergency Room Copay (per Visit)	\$500 Per Accident + coins		\$500 Per Accident + coins	
Fee Waived if Admitted	Yes		Yes	
PRESCRIPTION PLAN (KPP)	In Network	Out of Network	In Network	Out of Network
Day Supply - Retail	30 Days		30 Days	
Retail Generic	Greater of \$5 or 10%	Not Covered	Greater of \$5 or 10%	Not Covered
Retail Preferred Brand	Greater of \$25 or 20%	Not Covered	Greater of \$25 or 20%	Not Covered
Retail Non Preferred Brand	Greater of \$35 or 25%	Not Covered	Greater of \$35 or 25%	Not Covered
Specialty Drug (Generic)	8% Coinsurance Maximum: \$100	Not Covered	8% Coinsurance Maximum: \$100	Not Covered
Specialty Drug (Formulary)	15% Coinsurance Maximum: \$250	Not Covered	15% Coinsurance Maximum: \$250	Not Covered
Specialty Drug (Non Formulary)	25% Coinsurance Maximum: \$400	Not Covered	25% Coinsurance Maximum: \$400	Not Covered
Day Supply - Mail Order Only	90 Days		90 Days	
Mail-Order Generic	Greater of \$13 or 10%	Not Covered	Greater of \$13 or 10%	Not Covered
Mail-Order Preferred Brand	Greater of \$65 or 20%	Not Covered	Greater of \$65 or 20%	Not Covered
Mail Order Non Preferred Brand	Greater of \$130 or 50%	Not Covered	Greater of \$130 or 50%	Not Covered
DENTAL PLAN (United Healthcare Dental)	In Network	Out of Network	In Network	Out of Network
Eligibility Requirement	Tied to Medical		Tied to Medical	
Annual Deductible	N/A		N/A	
Annual Maximum Benefit (Per Person)	Fixed Fee Schedule		Fixed Fee Schedule	
Orthodontia Coverage	YES		YES	
VISION PLAN (Davis Vision / VSP)	In Network	Out of Network	In Network	Out of Network
Eligibility Requirement	Tied to Medical		Tied to Medical	
Eye Exams	100% - Every 12 months	Not Covered	100% - Every 12 months	Not Covered
Frame and Lenses	\$150 Allowance - 24 months	Not Covered	\$150 Allowance - 24 months	Not Covered
Contact Lenses	\$150 Allowance - 24 months	Not Covered	\$150 Allowance - 24 months	Not Covered
*Either eyeglasses OR contacts in 24 month period				
Income Replacement	ALL ASSOCIATES		ALL ASSOCIATES	
Short Term Disability	Not to exceed 75% of earnings		Not to exceed 50% of earnings	
--Maximum Benefit (Weekly)	\$300		\$150	
--Maximum Benefit Period	26 Weeks		26 Weeks	
Life and AD&D Insurance	YES		YES	
--Employee	\$20,000		\$5,000	
--Spouse	\$5,000		\$2,500	
--Child	\$2,000		\$1,000	